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Insurance Company of North America

7
8 **IN THE UNITED STATES DISTRICT COURT**
9 **DISTRICT OF ARIZONA**

10 Dawn Meier,

11 Plaintiff,

12 v.

13 Life Insurance Company of North
America; Jones & Stokes Associates;
14 Jones and Stokes Employee Disability
Plan,

15 Defendants.
16

No. 2:11 CV 00104 PHX GMS

**STIPULATION TO DISMISS
JONES & STOKES ASSOCIATES
AND JONES & STOKES
ASSOCIATES EMPLOYEE
DISABILITY PLAN**

17 **IT IS HEREBY STIPULATED,** by and between plaintiff DAWN MEIER
18 (“Plaintiff”) and defendant LIFE INSURANCE COMPANY OF AMERICA (“LINA”),
19 by and through their respective counsel, as follows:

20 1. The parties agree that this case is governed by the Employee Retirement
21 Income Security Act of 1974 (“ERISA”), 29 U.S.C. Section 1001, et seq.

22 2. LINA has confirmed that Jones & Stokes Associates Employee Disability
23 Plan (the “Plan”) is fully insured under the policy at issue to insure the benefits for the
24 time period at issue in this case.
25

1 3. If and to the extent the court awards long-term disability benefits to
2 Plaintiff under the aforementioned Policy, LINA agrees that it will be responsible for the
3 payment of any such benefits under the terms of the Policy. LINA also agrees that it will
4 be responsible for any attorneys' fees, interest, cost and such other relief awarded under
5 ERISA in connection with Plaintiff being awarded benefits by the Court.

6 4. LINA states that it will not raise any defenses to any of the claims asserted
7 in the Complaint based on the dismissal of the the Plan and/or absence of the Plan from
8 the litigation.

9 The parties hereby stipulate and request that Jones & Stokes Associates ("the
10 Employer") and Jones & Stokes Associates Employee Disability Plan ("the Plan") be
11 dismissed without prejudice, with the parties to bear their own attorneys' fees and costs
12 directly related to the instant Stipulation and the dismissal of the Plan and Employer.
LINA shall remain the only named defendant.

13 DATED this 15th day of February, 2011.

14 **KUNZ PLITT HYLAND**
15 **DEMLONG & KLEIFIELD**
 A Professional Corporation

16
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21 **SCOTT E. DAVIS, P.C.**

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CERTIFICATE OF SERVICE

I hereby certify that on 15th day of February, 2011, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing and transmittal of Notice of Electronic Filing to the following CM/ECF registrants:

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s/L. Gilroy